



Town of Essex

29 West Avenue
Essex, CT 06426
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INVITATION TO BID

MAIN STREET PARK SLOPE RESTORATION PROJECT, TOWN OF ESSEX, CONNECTICUT

Sealed bids for the Main Street Park Slope Restoration Project will be received in the **Selectman's Office, Essex Town Hall, 29 West Avenue, Essex, CT** until 12:00 noon on Friday, October 11, 2013 at which time they will be publicly opened and read aloud in Meeting Room A of Town Hall at 12:15 pm.

SLOPE RESTORATION PLAN can be found on the Town Web Site www.essexct.gov / click Government Tab / click Departments / click Park & Recreation. Document is listed under Links section. Scope of work to be bid upon is per General Notes and Construction Notes of the plan.

Bids are due October 11, 12:00 noon.

The mandatory project completion date is April 16, 2014. We anticipate the contractor performing much of the initial site work this fall, pending Inland/Wetlands Commission approval which will be obtained by the Town of Essex, such as removing concrete materials, tree removal, slope work, and then all plantings done in early April, 2014.

The Town of Essex reserves the right to reject any and all bids and to waive any informality in the bidding process. It shall be understood that the award made by the Town of Essex shall be final and conclusive and without recourse or appeal by the remaining Bidders.

Submission of a proposal signifies the Vendor's agreement that its proposal and the content thereof are valid and will become part of the contract that is negotiated between Town of Essex and the successful Vendor. All prices submitted with the proposal shall remain in effect for the contract period.

An Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to apply.

Norman M. Needleman
First Selectman

SCHEDULE:**Main Street Park Slope Restoration Plan**

Monday, September 30, 2013	Plan and Invitation to Bid emailed to potential Vendors and placed on Town of Essex website.
Tuesday, October 8, 2013	Last day for questions. Questions must be emailed to: raudet@essexct.gov . All questions and answers will be emailed out to all vendors.
Friday, October 11, 2013	Bid deadline. All proposals are due at the Essex Town Hall Selectman's Office by 12:00pm. No late proposals will be accepted.
Friday, October 11, 2013	Bids are opened at a public meeting at 12:15 pm, Essex Town Hall Meeting Room A.
Wednesday, October 16, 2013	Vendors are notified of award decision.
October 21, 2013	Work begins on or about.
April 16, 2014	Project completion deadline per FEMA.

GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACT AGREEMENT: All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Vendor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by Town of Essex. In the event of a default on the part of the Contractor after acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 30 days following receipt of correct invoice. Invoices must be submitted to:

Town of Essex
Attn: Selectman's Office
29 West Avenue
Essex, CT 06426

Town of Essex Selectman's Office is responsible for all payments to the Contractor under this contract.

SUBCONTRACTING: The Vendor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Vendor is prohibited from subcontracting any services covered in the scope of work without obtaining prior written permission from the Town of Essex.

ERRORS AND OMISSIONS: The Vendor shall not take advantage of any errors or omissions in this bid document. The Vendor shall promptly notify Town of Essex of any omissions or errors found in this document.

INSURANCE COVERAGE: During the term of the contract, the Vendor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Connecticut, as well as employer's liability coverage with minimum statutory limits for Employers Liability per accident. This insurance must include and cover all of the Vendor's employees who are engaged in any work under this contract.
- **General Liability** – The Vendor shall provide and maintain General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- **Automobile** - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; and \$150,000 each uninsured/under insured motorist.
- **Professional Liability** - The Vendor shall provide and maintain Professional Liability, Errors & Omissions Insurance at a limit of no less than \$1,000,000 per claim and a \$2,000,000 aggregate limit covering the vendor against all sums that vendor may be obligated to pay on account of any liability arising out of the contract. This requirement shall apply to design and consulting projects, as well as to contracts for professionals involved in project.
- **Umbrella Coverage** - The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this contract. All such insurance shall meet all laws of the State of Connecticut. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in Connecticut. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Connecticut laws or this contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the contract.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Vendor's insurance is to be considered primary for losses that occur as a direct result of the Vendor's actions.
- B. Coverage shall state that the Vendor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

The Vendor must include a copy of their insurance certificate with their proposal package. Upon award of this contract, the selected Vendor shall add Town of Essex as a Certificate Holder to their insurance policy.

SAFETY:

SAFETY: The Vendor and any persons employed by the Vendor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work," and any or all work associated with the performance detailed in this bid document.

State and Federal Regulations: The Vendor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Vendor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

Town Safety: Town of Essex First Selectman or designee shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with OSHA, State, and Federal safety regulations. Should the Vendor fail to remedy any identified safety concerns, where feasible; the First Selectman shall have functional authority to halt work until said safety concerns are corrected to the Town's satisfaction. Should the Vendor fail to remedy any verifiable safety concerns identified by

the Town, the Town at its' option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

Public Safety: The Vendor shall protect the safety and convenience of the general public. The Vendor shall perform work as needed and necessary to protect the general public from hazards.

PROPOSAL INFORMATION:

- All proposals must be submitted on the required form. (Bid Sheet). All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered.
- Questions regarding this Bid must be submitted in writing directly to **Rick Audet**, raudet@essexct.gov
- The successful Vendor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Vendors proposal should be based on information provided during site visitations and a careful review of the Plan specifications. After proposals have been submitted, the Vendor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed in an effort to alter their responsibility to successfully perform the work without additional expense to Town of Essex.

Bid Sheet (to be completed by Vendor):

One-time, fixed cost of Main Street Park Slope Restoration Project work:

TOTAL: _____

Additional Costs Associated with Performing Work as Outlined in this Bid (if any)

Cost Proposal/Execution of Proposal

By submitting this Bid, the potential Vendor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Vendor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Vendor is aware of prevailing conditions associated with performing these services.
- The potential Vendor has read and understands the conditions set forth in this Bid and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet

Therefore, in compliance with this Bid, and subject to all conditions herein, the undersigned offers and agrees, to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

VENDOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

BY: _____

Signature

Typed or printed name

Title

Date